

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

**NOTICE OF RULE 30(b)(6) DEPOSITION OF THE DEBTORS IN CONNECTION
WITH THE DEBTORS' MOTION TO ENTER INTO, AND PERFORM THEIR
OBLIGATIONS UNDER, THE REIMBURSEMENT AGREEMENTS**

PLEASE TAKE NOTICE that pursuant to Federal Rule of Civil Procedure 30(b)(6), made applicable to this proceeding by Federal Rules of Bankruptcy Procedure 7030 and 9014, Rule 7030-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware and Rule 30.1 of the Local Rules of Civil Practice and Procedure of the United States District Court for the District of Delaware, the Official Committee of Unsecured Creditors (the “Committee”) appointed in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), will take the oral deposition of the Debtors, at a date and time to be agreed, at the offices of Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, or such other place and/or time to be agreed. Said deposition will be stenographically and may be videographically recorded.

The Debtors are required to designate, pursuant to Rule 30(b)(6), person(s) to testify on their behalf regarding the subject matters listed in the attached **Schedule A**. The Debtors are

¹ The last four digits of FTX Trading Ltd.'s tax identification number are 3288. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

requested to provide the Committee's counsel, as soon as reasonably possible, with a written designation of the name(s) and position(s) of the persons who will testify on behalf of the Debtors.

Dated: September 6, 2023
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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** Admitted pro hac vice*

*Counsel to the Official Committee
of Unsecured Creditors*

CERTIFICATE OF SERVICE

I certify that on September 4, 2023, counsel for the Committee caused a copy of the foregoing document to be served via e-mail on the following counsel for the Debtors and the Ad Hoc Committee of Non-U.S. Customers of FTX.com.

Dated: September 6, 2023
Wilmington, Delaware

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<p><u>Via Electronic Mail to Counsel for the Ad Hoc Committee</u> MORRIS, NICHOLS, ARSHT & TUNNELL LLP Matthew B. Harvey (No. 5186) 1201 North Market Street, 16th Floor Wilmington, Delaware 19801 Telephone: (302) 658-9200 Facsimile: (302) 658-3989 mharvey@morrisnichols.com</p>	<p><u>Via Electronic Mail to Counsel for the Ad Hoc Committee</u> EVERSHEDS SUTHERLAND (US) LLP Erin E. Broderick 227 West Monroe Street, Suite 6000 Chicago, Illinois 60606 Telephone: (312) 724-9006 Facsimile: (312) 724-9322 erinbroderick@eversheds-sutherland.com</p> <p>Sarah E. Paul Jennifer B. Kimble The Grace Building, 40th Floor 1114 Avenue of the Americas New York, New York 10036 Telephone: (212) 389-5000 Facsimile: (212) 389-5099 sarahpaul@eversheds-sutherland.com jenniferkimble@eversheds-sutherland.com</p>
<p><u>Via Electronic Mail to Counsel for the Debtors</u> SULLIVAN & CROMWELL LLP Andrew G. Dietderich (admitted <i>pro hac vice</i>) Brian D. Glueckstein (admitted <i>pro hac vice</i>) Alexa J. Kranzley (admitted <i>pro hac vice</i>) 125 Broad Street New York, NY 10004 Telephone: (212) 558-4000 Facsimile: (212) 558-3588 E-mail: dietdericha@sullcrom.com gluecksteinb@sullcrom.com kranzleya@sullcrom.com</p>	

SCHEDULE A

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DEFINITIONS

1. “**Ad Hoc Committee**” means, collectively and individually, the members of the Ad Hoc Committee of Non-U.S. Customers of FTX.com, Including any members of the executive committee, and each of their attorneys, agents, advisors, representatives, and all other Persons or entities acting or purporting to act on their behalf, Including the AHC Professionals.

2. “**AHC Adversary Proceeding**” means the adversary proceeding commenced by the Ad Hoc Committee, styled *Ad Hoc Committee of Non-US Customers of FTX.com v. FTX Trading Ltd. et al.*, Case No. 22-50514-JTD (Bankr. D. Del.).

3. “**AHC Professionals**” means, collectively and individually, Eversheds Sutherland (US) LLP and Morris, Nichols, Arsht & Tunnell LLP, as counsel to the Ad Hoc Committee, and Rothschild & Co US Inc., as exclusive financial advisor and investment banker to the Ad Hoc Committee.

4. “**Any**,” “**all**,” and “**each**” shall be construed broadly, and shall mean each, any, and all as necessary to bring within the scope of the Requests that otherwise could be construed to be outside of its scope.

5. “**Communication**” means the transmittal of information of any kind, in any form, and by any means, and therefore includes, but is not limited to, any telephone conversation, face-to-face meeting or conversation, visit, conference, internal or external discussion, or exchange of Documents. All written Communications shall include, without limitation, text messages, electronic, printed, typed, handwritten or other readable Documents, correspondence, memos, reports, contracts, both initial and subsequent, diaries, logbooks, minutes, notes, studies, surveys, forecasts, emails, instant messages, or communications sent through any other messaging

applications or platforms. A Request concerning any Communication among or between specified parties includes a request for any Communication among or between such parties.

6. The term “**concerning**” is to be understood in its broadest sense and means describing, constituting, identifying, evidencing, summarizing, commenting upon, referring to, regarding, relating to, arising out of, digesting, reporting, listing, analyzing, studying, discussing, stating, setting forth, reflecting, interpreting, concerning, recording, including, negating, manifesting, containing, or comprising the subject matter identified.

7. “**Counsel Reimbursement Agreement**” shall mean the reimbursement agreement dated August 23, 2023 entered into by the Debtors and Eversheds Sutherland (US) LLP and Morris, Nichols, Arsht & Tunnell LLP, as counsel to the Ad Hoc Committee.

8. “**Document**” is intended to have the broadest possible meaning under Rule 34 of the Federal Rules of Civil Procedure, made applicable by Federal Rule of Bankruptcy Procedure 7034, and includes written Communications, writings, drawings, graphs, charts, photographs, phone records, and any electronic, recorded, digitally encoded, graphic, and compiled data from which information can be obtained, originals, translations and drafts thereof, Including all copies bearing notations and marks not found on the original. The term “Document” also includes e-mails, text messages, instant messages, voice messages, and other electronic Communications, whether stored in a personal computer, network computer system, cellular device, backup computer tape, disk, or any other storage mechanism. A request for all Documents concerning a particular subject matter includes within its scope all Communications concerning that subject matter. A draft or non-identical copy is a separate Document within the meaning of this term.

9. **“Fee Reimbursement Motion”** means the *Motion of Debtors to Enter into, and Perform Their Obligations Under, the Reimbursement Agreements*, Case No. 22-11068-JTD [Docket No. 2238], dated August 23, 2023.

10. **“Including”** means “including, but not limited to” and “including, without limitation.” It shall not be construed to limit the scope of any definition or Request herein.

11. **“Person”** or **“Persons”** means any natural person (Including current and former employees, officers, directors, partners, agents, brokers, representatives, and accountants), corporation, corporate division, firm, partnership, other unincorporated association, company, trust, fund, government agency, or entity.

12. **“Rothschild & Co Reimbursement Agreement”** shall mean the reimbursement agreement dated August 23, 2023 entered into by the Debtors and Rothschild & Co as exclusive financial advisor and investment banker to the Ad Hoc Committee.

13. **“You”** and **“Your”** refer to each of the Debtors and each of their attorneys, agents, advisors, representatives, and all other Persons or entities acting or purporting to act on Your behalf, whichever is necessary to make the requests more rather than less inclusive.

14. Whenever used herein: (a) the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular; (b) the masculine shall be deemed to include the feminine, and the feminine shall be deemed to include the masculine; (c) the disjunctive (“or”) shall be deemed to include the conjunctive (“and”), and the conjunctive (“and”) shall be deemed to include the disjunctive (“or”); (d) each of the functional words “any,” “each,” “every,” and “all” shall be deemed to include each of the others; and (e) the past tense shall include the present tense and vice versa.

DEPOSITION TOPICS

1. The Counsel Reimbursement Agreement, the Rothschild & Co Reimbursement Agreement, and any other or prior negotiations, efforts, agreements or undertakings, whether formal or informal, if any, with respect to the reimbursement of any of the fees or expenses of any of the AHC Professionals.

1. The statement in paragraph 3 of the Fee Reimbursement Motion that “payment of fees directly by [the Ad Hoc Committee’s] clients is not a viable alternative.”

2. The statement in paragraph 21 of the Fee Reimbursement Motion that the Debtors’ “decision to enter into the Reimbursement Agreements to pay reasonable and documented fees of the AHC Professionals is a sound exercise of their business judgment.”

3. The Debtors’ Board of Directors’ decision to enter into the Counsel Reimbursement Agreement and Rothschild & Co Reimbursement Agreement.

4. The statement in paragraph 21 of the Fee Reimbursement Motion that “[t]o advance their plan formulation process, the Debtors require continued support and engagement from the Ad Hoc Committee[.]”

5. The statement in paragraph 24 of the Fee Reimbursement Motion that “[w]ithout the Reimbursement Agreements, the Ad Hoc Committee will be unable to retain skilled and experienced advisors[.]”

6. Any verbal or written understandings, arrangements, undertakings, assurances, or agreements with the Debtors, whether formal or informal, with respect to the Debtors’ proposed plan of reorganization or the AHC Adversary Proceeding.